

**IN RE: NATIONAL FOOTBALL  
LEAGUE PLAYERS' CONCUSSION  
INJURY LITIGATION**

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# PETITION TO ESTABLISH ATTORNEYS' LIEN

**Plaintiffs' Master Administrative  
Long-Form Complaint and  
White, et al v. The National  
Football League No. 4:12-cv-01727  
USDC, EDPA. 2:12-cv-03778-AB**

**SCOTT KELLAR**

(2) On or about May 17, 2012, Petitioners were retained and employed by the Plaintiffs, Scott Kellar and Dana Kellar, pursuant to a contingent fee agreement, to pursue a claim for injuries and damages related thereto possibly caused by the National Football League's and all other responsible parties' liability for former

and/or retired NFL players' long-term brain injuries and other head injuries and damages associated with football-related concussions, head and brain injuries.

(3) From May 17, 2012 through November 20, 2016, Matthew C. Matheny and Jacqueline Ryall of the Provost Umphrey Law Firm, L.L.P. represented Scott Kellar and Dana Kellar in this matter under a 33.3 % contingency fee agreement. The document was signed by Scott Kellar and Dana Kellar. The specifics of the contingent fee agreement are as follows: If no recovery (by settlement or trial) is obtained, client will not owe a legal fee or expenses. If a settlement or judgment for the client is obtained, client(s) will pay to Provost Umphrey Law Firm thirty-three and a third (33.3) percent of the net recovery. In addition, it is agreed that all costs, out of pocket expenses, computer-assisted legal research expenses, financing expenses and/or interest incurred in borrowing the money necessary to finance the expenses on this case, as well as any offsets, will be paid by the client by deduction from client's share of the recovery after calculation of attorney's contingent fee.

(4) When Petitioners entered into the contract with the Kellars, they entered into the risk and expense of the litigation before any settlement discussion had been held. Pursuant to this agreement, the Petitioners filed a Long-Form Complaint on June 15, 2012, which is the subject of the instant action.

(5) From the date the Petitioners were authorized to proceed on behalf of the Kellars, the Petitioners have actively and diligently applied themselves to the investigation, preparation, and pursuit of Plaintiffs' claims, and have taken all steps necessary to prosecute those claims, including, but not limited to, the

preparation and filing of two complaints; correspondence and communications with the client; review of the NFL Questionnaire, ordering Plaintiff, Scott Kellar's, medical records and the review and summarizing of these records, conducting medical research of Plaintiff's medical condition, preparation for and holding teleconferences, and preparation for and attending meetings and hearings on this case in Pennsylvania as well as New York City.

- (6) The necessity of the withdrawal of the below signed counsel is due to notice from the client, Scott Kellar, that he wishes to terminate the attorney-client relationship. It is anticipated that a new attorney will shortly be entering an appearance for the Plaintiffs in this action.
- (7) Petitioners were not terminated by Plaintiffs for cause, and the termination was not due to malfeasance or other improper action on the part of Petitioners.
- (8) The Petitioners claim the right to have a lien for attorneys' fees and expenses established and enforced upon any sums to be derived from any settlement or judgment obtained or to be obtained by Plaintiffs in this action.

WHEREFORE, the Petitioners pray:

- (1) That their attorneys' lien be determined;
- (2) That the amount of the lien be established;
- (3) That the Court order that the Petitioners be entitled to enforce their attorneys' lien against the proceeds to be derived from any settlement or judgment in this action;
- (4) That the Defendant or the Defendant's insurer be prohibited from paying to the Plaintiffs any sum of money until said lien has been satisfied;

